
SENATE BILL 6484

State of Washington

65th Legislature

2018 Regular Session

By Senator Mullet

1 AN ACT Relating to nuisance abatement and foreclosures; amending
2 RCW 35.21.955 and 61.24.030; adding a new section to chapter 35.21
3 RCW; adding a new section to chapter 61.24 RCW; and adding a new
4 section to chapter 61.12 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 35.21.955 and 2016 c 100 s 1 are each amended to
7 read as follows:

8 (1) A city or town that exercises its authority under chapter
9 7.48 RCW, RCW 35.22.280, 35.23.440, or 35.27.410, or other applicable
10 law to abate a nuisance which threatens health or safety must provide
11 prior notice to the property owner and any identifiable mortgage
12 servicer that abatement is pending and a special assessment may be
13 levied on the property for the expense of abatement, excluding any
14 associated fines or penalties. Such special assessment authority is
15 supplemental to any existing authority of a city or town to levy an
16 assessment or obtain a lien for costs of abatement, unless the city
17 or town has utilized the special assessment authority provided for in
18 this act. The notice must be sent by regular mail.

19 (2) A city or town that exercises its authority under chapter
20 7.48 RCW, RCW 35.22.280, 35.23.440, or 35.27.410, or other applicable
21 law to declare a nuisance, abate a nuisance, or impose fines or costs

1 upon persons who create, continue, or maintain a nuisance may levy a
2 special assessment on the land or premises where the nuisance is
3 situated to reimburse the city or town for the expense of abatement,
4 excluding any associated fines or penalties. A city or town must,
5 before levying a special assessment, notify the property owner and
6 any identifiable mortgage holder that a special assessment will be
7 levied on the property and provide the estimated amount of the
8 special assessment. The notice must be sent by regular mail.

9 (3)(a) The special assessment authorized by this section
10 constitutes a lien against the property, and is binding upon
11 successors in title only from the date the lien is recorded in the
12 county where the affected real property is located. Up to (~~two~~) ten
13 thousand dollars of the recorded lien is of equal rank with state,
14 county, and municipal taxes and shall be assessed against the real
15 property upon which cost was incurred unless such amount is
16 previously paid. After January 1, 2019, cities and towns may annually
17 adjust the ten thousand dollar limit in this section for inflation
18 for special assessments imposed in that calendar year.

19 (b) As used in this section, "inflation" shall be based on the
20 consumer price index, using the official current base, compiled by
21 the bureau of labor statistics, United States department of labor for
22 the state of Washington. If the bureau of labor statistics develops
23 more than one consumer price index for areas within the state, the
24 index covering the city or town issuing the special assessment shall
25 be used.

26 (4) A city or town levying a special assessment under this
27 section may contract with the county treasurer to collect the special
28 assessment in accordance with RCW 84.56.035 and 84.56.020. Upon
29 certification to him or her by the municipality, the county treasurer
30 shall enter the amount of such assessment upon the tax rolls against
31 the property for the current year and the same shall become part of
32 the general taxes for that year to be collected at the same time and
33 with interest at such rates and in such manner as provided for in RCW
34 84.56.020 for delinquent taxes, and when collected to be deposited to
35 the credit of the general fund of the municipality.

36 **Sec. 2.** RCW 61.24.030 and 2012 c 185 s 9 are each amended to
37 read as follows:

38 It shall be requisite to a trustee's sale:

39 (1) That the deed of trust contains a power of sale;

1 (2) That the deed of trust contains a statement that the real
2 property conveyed is not used principally for agricultural purposes;
3 provided, if the statement is false on the date the deed of trust was
4 granted or amended to include that statement, and false on the date
5 of the trustee's sale, then the deed of trust must be foreclosed
6 judicially. Real property is used for agricultural purposes if it is
7 used in an operation that produces crops, livestock, or aquatic
8 goods;

9 (3) That a default has occurred in the obligation secured or a
10 covenant of the grantor, which by the terms of the deed of trust
11 makes operative the power to sell;

12 (4) That no action commenced by the beneficiary of the deed of
13 trust is now pending to seek satisfaction of an obligation secured by
14 the deed of trust in any court by reason of the grantor's default on
15 the obligation secured: PROVIDED, That (a) the seeking of the
16 appointment of a receiver, or the filing of a civil case to obtain
17 court approval to access, secure, maintain, and preserve property
18 from waste or nuisance, shall not constitute an action for purposes
19 of this chapter; and (b) if a receiver is appointed, the grantor
20 shall be entitled to any rents or profits derived from property
21 subject to a homestead as defined in RCW 6.13.010. If the deed of
22 trust was granted to secure a commercial loan, this subsection shall
23 not apply to actions brought to enforce any other lien or security
24 interest granted to secure the obligation secured by the deed of
25 trust being foreclosed;

26 (5) That the deed of trust has been recorded in each county in
27 which the land or some part thereof is situated;

28 (6) That prior to the date of the notice of trustee's sale and
29 continuing thereafter through the date of the trustee's sale, the
30 trustee must maintain a street address in this state where personal
31 service of process may be made, and the trustee must maintain a
32 physical presence and have telephone service at such address;

33 (7)(a) That, for residential real property, before the notice of
34 trustee's sale is recorded, transmitted, or served, the trustee shall
35 have proof that the beneficiary is entitled to enforce the (~~owner of~~
36 ~~any~~) promissory note or other obligation secured by the deed of
37 trust. A declaration by the beneficiary made under the penalty of
38 perjury stating that the beneficiary is entitled to enforce the
39 (~~actual holder of the~~) promissory note or other obligation secured

1 by the deed of trust shall be sufficient proof as required under this
2 subsection.

3 (b) Unless the trustee has violated his or her duty under RCW
4 61.24.010(4), the trustee is entitled to rely on the beneficiary's
5 declaration as evidence of proof required under this subsection.

6 (c) This subsection (7) does not apply to association
7 beneficiaries subject to chapter 64.32, 64.34, or 64.38 RCW;

8 (8) That at least thirty days before notice of sale shall be
9 recorded, transmitted or served, written notice of default and the
10 beneficiary declaration specified in subsection (7)(a) of this
11 section shall be recorded in the office of the auditor in each county
12 in which the deed of trust is recorded and transmitted by the
13 beneficiary or trustee to the borrower and grantor at their last
14 known addresses by both first-class and either registered or
15 certified mail, return receipt requested, and the beneficiary or
16 trustee shall cause to be posted in a conspicuous place on the
17 premises, a copy of the notice, or personally served on the borrower
18 and grantor. This notice shall contain the following information:

19 (a) A description of the property which is then subject to the
20 deed of trust;

21 (b) A statement identifying each county in which the deed of
22 trust is recorded and the document number given to the deed of trust
23 upon recording by each county auditor or recording officer;

24 (c) A statement that the beneficiary has declared the borrower or
25 grantor to be in default, and a concise statement of the default
26 alleged;

27 (d) An itemized account of the amount or amounts in arrears if
28 the default alleged is failure to make payments;

29 (e) An itemized account of all other specific charges, costs, or
30 fees that the borrower, grantor, or any guarantor is or may be
31 obliged to pay to reinstate the deed of trust before the recording of
32 the notice of sale;

33 (f) A statement showing the total of (d) and (e) of this
34 subsection, designated clearly and conspicuously as the amount
35 necessary to reinstate the note and deed of trust before the
36 recording of the notice of sale;

37 (g) A statement that failure to cure the alleged default within
38 thirty days of the date of mailing of the notice, or if personally
39 served, within thirty days of the date of personal service thereof,
40 may lead to recordation, transmittal, and publication of a notice of

1 sale, and that the property described in (a) of this subsection may
2 be sold at public auction at a date no less than one hundred twenty
3 days in the future, or no less than one hundred fifty days in the
4 future if the borrower received a letter under RCW 61.24.031;

5 (h) A statement that the effect of the recordation, transmittal,
6 and publication of a notice of sale will be to (i) increase the costs
7 and fees and (ii) publicize the default and advertise the grantor's
8 property for sale;

9 (i) A statement that the effect of the sale of the grantor's
10 property by the trustee will be to deprive the grantor of all their
11 interest in the property described in (a) of this subsection;

12 (j) A statement that the borrower, grantor, and any guarantor has
13 recourse to the courts pursuant to RCW 61.24.130 to contest the
14 alleged default on any proper ground;

15 (k) In the event the property secured by the deed of trust is
16 owner-occupied residential real property, a statement, prominently
17 set out at the beginning of the notice, which shall state as follows:

18 **"THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR**
19 **LOSING YOUR HOME.**

20 You may be eligible for mediation in front of a neutral third party
21 to help save your home.

22 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**
23 to assess your situation and refer you to mediation if you might
24 benefit. Mediation **MUST** be requested between the time you receive the
25 Notice of Default and no later than twenty days after the Notice of
26 Trustee Sale is recorded.

27 **DO NOT DELAY.** If you do nothing, a notice of sale may be issued as
28 soon as 30 days from the date of this notice of default. The notice
29 of sale will provide a minimum of 120 days' notice of the date of the
30 actual foreclosure sale.

31 **BE CAREFUL** of people who claim they can help you. There are many
32 individuals and businesses that prey upon borrowers in distress.

33 **REFER TO THE CONTACTS BELOW** for sources of assistance.

34 **SEEKING ASSISTANCE**

35 Housing counselors and legal assistance may be available at little or
36 no cost to you. If you would like assistance in determining your

1 rights and opportunities to keep your house, you may contact the
2 following:

3 The statewide foreclosure hotline for assistance and referral to
4 housing counselors recommended by the Housing Finance Commission

5 Telephone: Web site:

6 The United States Department of Housing and Urban Development

7 Telephone: Web site:

8 The statewide civil legal aid hotline for assistance and referrals to
9 other housing counselors and attorneys

10 Telephone: Web site:"

11 The beneficiary or trustee shall obtain the toll-free numbers and
12 web site information from the department for inclusion in the notice;
13 and

14 (1) In the event the property secured by the deed of trust is
15 residential real property, the name and address of the owner of any
16 promissory notes or other obligations secured by the deed of trust
17 and the name, address, and telephone number of a party acting as a
18 servicer of the obligations secured by the deed of trust; and

19 (9) That, for owner-occupied residential real property, before
20 the notice of the trustee's sale is recorded, transmitted, or served,
21 the beneficiary has complied with RCW 61.24.031 and, if applicable,
22 RCW 61.24.163.

23 (10) That, in the case of a deceased borrower or grantor, the
24 notice required under subsection (8) of this section must be sent to
25 any known spouse, child, or parent of the borrower or grantor, at any
26 address discovered by the trustee and to the property addressed to
27 the heirs and devisees of the borrower.

28 (11) Upon notice, which identifies the property and the name of
29 the borrower, to the servicer or trustee by someone claiming to be a
30 successor in interest to the borrower's or grantor's property rights,
31 and where the claimant is not a party to the loan or promissory note,
32 a trustee shall not record a notice of sale pursuant to RCW 61.24.040
33 until the mortgage servicer does all of the following:

34 (a) The servicer must request in writing reasonable documentation
35 of the death of the borrower or grantor from the claimant, including,
36 but not limited to, a death certificate or other written evidence of
37 the death of the borrower or grantor. The claimant shall be allowed
38 thirty days from the date of the notice to present this
39 documentation.

1 (b) If the servicer receives reasonable documentation of the
2 death of the borrower or grantor from the claimant, the servicer must
3 request in writing documentation from the claimant demonstrating the
4 ownership interest of the claimant in the real property. A claimant
5 shall have sixty days from the date of the request to present this
6 documentation.

7 (c) Upon receipt by the trustee or the mortgage servicer of the
8 documentation of the status of a claimant as successor in interest
9 and that claimant's ownership interest in the real property, that
10 claimant shall be deemed a "successor in interest" for the purposes
11 of this section.

12 (i) There may be more than one successor in interest to the
13 borrower's property rights. The trustee and mortgage servicer shall
14 apply the provisions of this section to each successor in interest.
15 In the case of multiple successors in interest, where one or more do
16 not wish to assume the loan as co-borrowers or co-applicants, a
17 mortgage servicer may require any nonapplicant successor in interest
18 to consent in writing to the application for loan assumption.

19 (ii) Being a successor in interest under this section does not
20 impose an affirmative duty on a mortgage servicer or alter any
21 obligation the mortgage servicer has to provide a loan modification
22 to the successor in interest. If a successor in interest assumes the
23 loan, he or she may be required to otherwise qualify for available
24 foreclosure prevention alternatives offered by the mortgage servicer.

25 (iii) Within ten days of a claimant being deemed a successor in
26 interest pursuant to (c) of this subsection, a mortgage servicer
27 shall provide the successor(s) in interest with information in
28 writing about the loan. This information shall include, at a minimum,
29 loan balance, interest rate and interest reset dates and amounts,
30 balloon payments if any, prepayment penalties if any, the basis for
31 the default, the monthly payment amount, reinstatement amounts or
32 conditions, payoff amounts and information on how and where payments
33 should be made. The servicer shall also provide application materials
34 and information or a description of the process necessary to request
35 a loan assumption and/or modification.

36 (d) Nothing in this section shall prejudice the right of the
37 mortgage servicer or beneficiary from discontinuing any foreclosure
38 action initiated under the deed of trust act in favor of other
39 allowed methods for pursuit of foreclosure of the security interest.

1 NEW SECTION. **Sec. 3.** A new section is added to chapter 35.21
2 RCW to read as follows:

3 (1)(a) For properties where a city or town has determined there
4 is a code enforcement violation that constitutes a nuisance under
5 chapter 7.48 RCW, RCW 35.22.280, 35.23.440, or 35.27.410 and a notice
6 of default has been issued or a notice of trustee sale has been
7 recorded with the county auditor, the city or town may, in addition
8 to notifying any property owner, notify any identifiable mortgage
9 servicer of the code enforcement violation and recover costs for
10 nuisance abatement as outlined in this section.

11 (b) The notice to the property owner and any identifiable
12 mortgage servicer shall include an affidavit or declaration
13 describing the nuisance conditions, and, if meeting the criterion in
14 (c) of this subsection, a determination that the city or town
15 official believes the property to be abandoned. The notice shall be
16 delivered by certified mail.

17 (c) A city or town official signing the affidavit or declaration
18 under penalty of perjury may only indicate that the property is
19 abandoned if at least three of the following indications of
20 abandonment are visible from the exterior and supported with time and
21 date stamped photographs memorializing the following conditions:

22 (i) The absence of furnishings and personal items consistent with
23 residential habitation;

24 (ii) The gas, electric, or water utility services have been
25 disconnected;

26 (iii) Statements by neighbors, delivery agents, or government
27 employees that the property is abandoned;

28 (iv) Multiple windows on the property are boarded up, closed off,
29 or are smashed through, broken, or unhinged, or multiple window panes
30 are broken and unrepaired;

31 (v) Doors on the residence are smashed through, broken off,
32 unhinged, or continuously unlocked;

33 (vi) The property has been stripped of copper or other materials
34 or interior fixtures have been removed;

35 (vii) Law enforcement officials have received at least one report
36 of trespassing or vandalism or other illegal activity occurring on
37 the property within the preceding six months;

38 (viii) The property has been declared unfit for occupancy and
39 ordered to remain unoccupied pursuant to an order issued by a
40 municipal or county authority or a court of competent jurisdiction;

1 (ix) Construction was initiated on the property and was
2 discontinued before completion leaving a building unsuitable for
3 occupancy, and construction has not taken place for at least six
4 months;

5 (x) Newspapers, circulars, flyers, or mail has accumulated on the
6 property or the United States postal service has discontinued
7 delivery to the property;

8 (xi) Rubbish, trash, debris, neglected vegetation, or natural
9 overgrowth has accumulated on the property;

10 (xii) Hazardous, noxious, or unhealthy substances or materials
11 have accumulated on the property;

12 (xiii) Other credible evidence exists indicating the property
13 owner's intent to abandon the property.

14 (2)(a) The mortgage servicer or its designee may perform ongoing
15 inspections to ensure code enforcement compliance upon notice from a
16 city or town that:

17 (i) A property has a code enforcement violation that constitutes
18 a nuisance under chapter 7.48 RCW, RCW 35.22.280, 35.23.440, or
19 35.27.410;

20 (ii) The city has reason to believe the property is abandoned
21 under subsection (1) of this section; and

22 (iii) A notice of default has been recorded with the county
23 auditor.

24 (b) The mortgage servicer, or its designee, within the time
25 limits provided for in the notice from the city, may enter the
26 property for the purpose of abating the identified nuisance,
27 preserving property, or preventing waste and may take the following
28 steps to secure the property including, but not limited to:

29 (i) Installing missing locks on exterior doors. Working locks may
30 not be removed or replaced, unless all doors are secured and there is
31 no means of entry, and in such cases only one working lock may be
32 removed and replaced;

33 (ii) Replacing or boarding broken or missing windows;

34 (iii) Winterizing, including draining pipes and disconnecting or
35 turning on utilities;

36 (iv) Eliminating building code or other code violations;

37 (v) Securing exterior pools and spas;

38 (vi) Perform routine yard maintenance on the exterior of the
39 home; and

40 (vii) Perform pest and insect control services.

1 (c) The mortgage servicer or its designee must date and time-
2 stamp photographs of entry and document personal items inside the
3 dwelling and manner of entry.

4 (d) The mortgage servicer or its designee may not remove personal
5 items from the property, unless the items are hazardous or
6 perishable, and must take inventory of items removed.

7 (e) Record of entry into property described in this section must
8 be kept by the mortgage servicer or its designee for four years from
9 date of entry.

10 (f) If a mortgage servicer is contacted by the borrower and
11 notified that the property is not abandoned, the mortgage servicer
12 shall no longer enter the property regardless of whether the home
13 complies with local code enforcement standards.

14 (3) Each time the mortgage servicer enters the property, the
15 mortgage servicer or its designee must ensure a notice is posted on
16 the property's front door that contains:

17 (a) A statement about the right of the property owner or lawful
18 occupant to possession of the property until foreclosure is complete
19 pursuant to RCW 7.28.230;

20 (b) A statement about the right of the property owner to have any
21 locks installed by the mortgage servicer removed within twenty-four
22 hours and replaced with new locks accessible by only the property
23 owner;

24 (c) A local phone number that the property owner or lawful
25 occupant can call twenty-four hours a day to gain immediate entry
26 into the property;

27 (d) The phone number of the state foreclosure hotline approved by
28 the housing finance commission, the phone number for civil legal aid,
29 and a statement that the property owner may have the right to
30 participate in foreclosure mediation pursuant to RCW 61.24.163.

31 (4) If a mortgage servicer is notified according to subsection
32 (2) of this section and does not abate the nuisance within the time
33 limits provided by the city or town, a city or town may exercise its
34 authority under chapter 7.48 RCW, RCW 35.22.280, 35.23.440,
35 or 35.27.410, or other applicable law to declare a nuisance, abate a
36 nuisance, or impose fines or costs upon persons who create, continue,
37 or maintain a nuisance and may levy a special assessment on the land
38 or premises where the nuisance is situated to reimburse the city or
39 town for the expense of abatement, excluding any associated penalties
40 and fines. The special assessment authorized by this section

1 constitutes a lien against the property, and is binding upon
2 successors in title only from the date the lien is recorded in the
3 county where the affected real property is located. The special
4 assessment shall be of equal rank with state, county, and municipal
5 taxes and shall be assessed against the real property upon which cost
6 was incurred unless such amount is previously paid.

7 (5) Nothing in this section shall impact the authority of
8 associations provided for in chapters 64.32 RCW, 64.34 RCW, or 64.38
9 RCW to perform property preservation and maintenance activities.

10 NEW SECTION. **Sec. 4.** A new section is added to chapter 61.24
11 RCW to read as follows:

12 (1) If a trustee under a deed of trust is named as a defendant in
13 an action or proceeding in which that deed of trust is the subject,
14 and if there are no substantive allegations that seek damages from
15 the trustee and/or seek to enjoin the foreclosure based on any
16 alleged unlawful actions or omissions by the trustee,
17 including causes of action where the trustee is a codefendant alleged
18 to be jointly or derivatively liable, not less than thirty-five days
19 after service of the days of service of the summons and complaint on
20 the trustee. The declaration must be served on the parties in the
21 manner set forth in Washington court rule 5.

22 (2) The declaration of nonmonetary status must set forth the
23 following: The status of the trustee as trustee under the deed of
24 trust that is the subject of the action or proceeding, that the
25 complaint or pleading does not assert any substantive allegations
26 that seek damages from the trustee and/or seek to enjoin the
27 foreclosure based on any alleged unlawful actions or omissions by the
28 trustee that it has been named as a defendant in the proceeding
29 solely in its capacity as a trustee under the deed of trust and that
30 the trustee agrees to be bound by whatever order or judgment is
31 issued by the court regarding the subject deed of trust.

32 (3) The parties who have appeared in the action or proceeding
33 have thirty days from the service of the declaration by the trustee
34 in which to object to the nonmonetary judgment status of the trustee.
35 Any objection must set forth the allegations against the trustee, any
36 general facts which gave rise to the allegations, and must be served
37 on the trustee. An objection that sets forth allegations against the
38 trustee and general facts will be sufficient to defeat the
39 declaration of nonmonetary status.

1 (4) If an objection is not served within the thirty-day objection
2 period, the trustee is not required to participate any further in the
3 action or proceeding, is not subject to any monetary awards, damages,
4 attorneys' fees, or costs, is required to respond to any discovery
5 requests as a nonparty; and is bound by any court order relating to
6 the subject deed of trust that is the subject of the action or
7 proceeding. The trustee's nonmonetary status is not established until
8 the thirty-day objection period has passed.

9 (5) If a timely objection to the declaration of nonmonetary
10 status is made, the trustee must thereafter be required to
11 participate in the action or proceeding.

12 (6) In the event parties elect not to or fail to timely object to
13 the declaration of nonmonetary status, but later determine through
14 discovery or other means that the trustee should participate in the
15 action because of the performance of its duties as a trustee, the
16 parties may file and serve on all parties and the trustee a motion
17 pursuant to Washington court rule 15 that specifies the factual basis
18 for the demand. Upon the court's granting of the motion, the trustee
19 must thereafter be required to participate in the action or
20 proceeding, and the court must provide sufficient time before trial
21 for the trustee to be able to respond to the complaint, to conduct
22 discovery, and to bring other pretrial motions in accordance with the
23 Washington superior court civil rules.

24 (7) Upon the filing of the declaration of nonmonetary status, the
25 time within which the trustee is required to file an answer or other
26 responsive pleading is tolled for the period of time within which the
27 opposing parties may respond to the declaration. Upon the timely
28 service of an objection to the declaration of nonmonetary status, the
29 trustee has thirty days from the date of service within which to file
30 an answer or other responsive pleading to the complaint or cross-
31 complaint.

32 (8) For purposes of this section, "trustee" includes any agent or
33 employee of the trustee who performs some or all of the duties of a
34 trustee under this chapter, and includes substitute trustees and
35 agents of the beneficiary or trustee.

36 NEW SECTION. **Sec. 5.** A new section is added to chapter 61.12
37 RCW to read as follows:

38 (1) Before any mortgagee of residential real property may
39 accelerate the maturity of any residential mortgage obligation or

1 commence any legal action under RCW 61.12.040, such person shall give
2 the mortgagor notice of such intention at least thirty-three days in
3 advance. For the purposes of this section "residential real property"
4 means property consisting solely of a single-family residence, a
5 residential condominium unit, or a residential cooperative unit.

6 (2) Notice of intention to take action as specified in subsection
7 (1) of this section shall be in writing and sent to the residential
8 mortgagor by first-class and either certified or registered mail,
9 return receipt requested, at his or her last known address and, if
10 different, at the residence which is the subject of the residential
11 mortgage.

12 (3) The written notice shall be in English and Spanish and shall
13 clearly and conspicuously state:

14 (a) The particular obligation or real estate security interest;

15 (b) The nature of the default claimed;

16 (c) The right, if any, of the mortgagor to cure the default and
17 exactly what performance, including what sum of money, if any, must
18 be tendered to cure the default;

19 (d) The time within which the mortgagor must cure the default;

20 (e) A statement printed in no less than twelve-point font and
21 bolded that reads:

22 **"If you do nothing to cure the default, we intend to start a lawsuit**
23 **to foreclose your mortgaged property. If the mortgage is foreclosed,**
24 **your mortgaged property will be sold to pay off the mortgage debt.**
25 **You should contact a housing counselor or attorney as soon as**
26 **possible."**; and

27 (f) The toll-free telephone number to find a department-approved
28 housing counseling agency from the United States department of
29 housing and urban development, the toll-free numbers for the
30 statewide foreclosure hotline recommended by the housing finance
31 commission, and the statewide civil legal aid hotline for assistance
32 and referrals.

33 (4) Any violation of this chapter substantially affects the
34 public interest and is an unfair and deceptive act or practice and
35 unfair method of competition in the conduct of trade or commerce as
36 set forth in RCW 19.86.020.

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